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**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

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In re	: Chapter 11
	:
CIRCUIT CITY STORES, INC., et al.,	: Case No. 08-35653 (KRH)
	:
Debtors.	: (Jointly Administered)
	:

**JOINDER OF EATONTOWN COMMONS SHOPPING CENTER AND ABORETUM OF  
SOUTH BARRINGTON SHOPPING CENTER TO LIMITED OBJECTION OF  
CAROUSEL CENTER COMPANY, L.P., SANGERTOWN SQUARE, L.L.C., EKLECCO  
NEWCO, LLC AND FINGERLAKES CROSSING, LLC TO ENTRY OF FINAL ORDER  
PURSUANT TO 11 U.S.C. SECTIONS 105, 361, 363, AND 364 AND RULES 2002, 4001  
AND 9014 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE (1)  
AUTHORIZING INCURRENCE BY THE DEBTORS OF POST-PETITION SECURED  
INDEBTEDNESS WITH PRIORITY OVER ALL SECURED INDEBTEDNESS AND  
WITH ADMINISTRATIVE SUPERPRIORITY, (2) GRANTING LIENS, (3)  
AUTHORIZING USE OF CASH COLLATERAL BY THE DEBTORS PURSUANT TO  
11 U.S.C. SECTION 363 AND PROVIDING FOR ADEQUATE PROTECTION, (4)  
MODIFYING THE AUTOMATIC STAY AND (5) SCHEDULING A FINAL HEARING**

TO THE HONORABLE KEVIN R. HUENNEKENS  
CHIEF UNITED STATES BANKRUPTCY JUDGE:

Eatontown Commons Shopping Center (“Eatontown”) and Arboretum of South Barrington Shopping Center (“Arboretum”), by and through their attorneys, respectfully submit this Joinder to the entry of a final order with respect to the above-referenced motion (the “DIP Financing Motion”).

**Background**

1. On November 10, 2008, each of the above-referenced debtors (the “Debtors”) filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Court”).

2. Upon information and belief, the Debtors are operating their business and managing their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

3. Eatontown is a party to a lease of nonresidential real property with the Debtors for premises located at the Eatontown Commons Shopping Center, Eatontown, New Jersey (the “Eatontown Premises”). Arboretum is a party to a lease of nonresidential real property with the Debtors for premises located at the Arboretum at South Barrington Shopping Center in South Barrington, Illinois (the “Arboretum Premises”).

4. The Eatontown Premises and the Arboretum Premises are located within “shopping centers” as that term is used in Bankruptcy Code Section 365(b)(3). *See In re Joshua Slocum, Ltd.* 922 F.2d 1081, 1086-87 (3d Cir. 1990).

5. On November 10, 2008, the Debtors filed the DIP Financing Motion seeking interim and final orders: (i) to obtain post-petition credit and incur debt of up to \$1,100,000,000 secured by first priority liens; (ii) authorizing entry into a certain Debtor-in-Possession Credit Agreement (the “DIP Credit Agreement”) between certain of the Debtors and Bank of America, N.A. and certain other lenders (collectively, the “DIP Secured Parties”); (iii) grant superpriority administrative claims to the benefit of the DIP Secured Parties; (iv) authorize the use of cash collateral; (v) grant the pre-petition lenders replacement liens; (vi) modify the automatic stay to the extent necessary to implement the terms of the DIP Credit Agreement; and (viii) scheduling a final hearing.

6. On November 10, 2008, the Court entered an interim order granting the relief sought in the DIP Financing Motion and scheduled a final hearing on the DIP Financing Motion for December 5, 2008.

7. Eatontown and Arboretum (i) oppose the relief requested in the DIP Financing Motion because the DIP Secured Parties’ rights under the Credit Agreement violate their rights as creditors and parties in interest in these Chapter 11 cases as more fully set forth in the Limited Objection (defined herein) and seek relief including but not limited to the following: (a) clarifying the DIP Secured Parties have no right to enter or occupy leased premises without the prior written consent of landlords, (b) denying any provision in the Credit Agreement that conditions financing on the Debtors obtaining an impermissible extension of time to assume or reject unexpired lease of nonresidential real property (c) finding that the Bankruptcy Code does not invalidate lease provisions that prohibit or restrict pledging, encumbering or other hypothecating such leases (d) denying any lien upon the leases in question (e) limiting remedies of the DIP Secured Parties to those provided for under the leases and the Bankruptcy Code and

(f) finding that the DIP Secured Parties must bear full financial responsibility for any post-default obligations under the leases in question and (ii) join in the Limited Objection of Carousel Center Company, L.P., Sangertown Square, L.L.C., EklecCo NewCo, LLC and Fingerlakes Crossing, LLC To Entry of Final Order Pursuant to 11 U.S.C. Sections 105, 361, 363, and 364 and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (1) Authorizing Incurrence by the Debtors of Post-Petition Secured Indebtedness with Priority Over All Secured Indebtedness and with Administrative Superpriority, (2) Granting Liens, (3) Authorizing Use of Cash Collateral by the Debtors Pursuant to 11 U.S.C. Section 363 and Providing for Adequate Protection, (4) Modifying the Automatic Stay and (5) Scheduling a Final Hearing dated November 26, 2008 (the “Limited Objection”).

**Joinder**

8. Eatontown and Arboretum also join in the objections filed by other landlords to the DIP Financing Motion to the extent they are not inconsistent with the Limited Objection.

**WHEREFORE**, Eatontown and Arboretum respectfully request that any final order granting the Financing Motion be modified pursuant to the terms of this Joinder, or that the DIP Financing Motion be denied in its entirety, and that Eatontown and Arboretum be granted such other and further relief as the Court may deem just and proper.

Dated: December 2, 2008

**SEYFARTH SHAW LLP**

By: /s/ Jessica R. Hughes  
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**CERTIFICATE OF SERVICE**

That on the 2nd day of December, 2008 I caused the foregoing Joinder of Eatontown Commons Shopping Center and Arboretum of South Barrington Shopping Center to Limited Objection of Carousel Center Company, L.P., Sangertown Square, L.L.C., EklecCo NewCo, LLC and Fingerlakes Crossing, LLC To Entry of Final Order Pursuant to 11 U.S.C. Sections 105, 361, 363, and 364 and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (1) Authorizing Incurrence by the Debtors of Post-Petition Secured Indebtedness with Priority Over All Secured Indebtedness and with Administrative Superpriority, (2) Granting Liens, (3) Authorizing Use of Cash Collateral by the Debtors Pursuant to 11 U.S.C. Section 363 and Providing for Adequate Protection, (4) Modifying the Automatic Stay and (5) Scheduling a Final Hearing to be served upon the following:

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Via priority overnight mail by depositing copies of same in properly addressed overnight envelopes which were picked up by a representative of Federal Express at 975 F. Street, NW , Washington, D.C. 20004, and via the electronic case filing system.

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